

COLLECTIVE NEGOTIATIONS AGREEMENT
BY AND BETWEEN THE
BOROUGH OF RINGWOOD
AND
TEAMSTERS LOCAL NO. 97 OF NEW JERSEY
(AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA)

Effective date: **January 1, 2011**

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PREAMBLE

THIS AGREEMENT made and entered into on October 16, 2011, by and between the BOROUGH OF RINGWOOD in the COUNTY OF PASSAIC, a municipal corporation of the State of New Jersey ("Borough") and LOCAL 97, INTERNATIONAL BROTHERHOOD OF TEAMSTERS ("Union"), represents the complete and final understanding on all bargainable issues between the Borough and the Union and is designed to maintain and promote a harmonious relationship between the Borough and those of its employees who are covered by Article I of this Agreement in order that more efficient and progressive public service may be rendered.

ARTICLE I RECOGNITION

In accordance with the "Certificate of Representative" of the Public Employment Relations Commission ("PERC") dated January 1, 1975 (Docket No. R.O. 884), the Borough has recognized the Union as the exclusive collective negotiations representative in matters pertaining to wages, hours of work and other conditions of employment for all blue collar and clerical employees employed by the Borough and more specifically enumerated by job title in Schedule A attached hereto, but excluding all craft and professional employees, policemen, managerial executives, department heads as well as supervisors within the meaning of the Employee-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.

ARTICLE II MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, without limitation, the following:
1. To be the executive manager and have administrative control of the Borough government, its properties and facilities and the activities of its employees;
 2. Subject to applicable law, to hire all employees, to determine their qualification and conditions for continued employment or assignment, and to promote and transfer employees;
 3. Subject to applicable law, to suspend, demote, discharge or take other disciplinary action for good and just cause.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and do not infringe on any public employer managerial prerogative.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under Article I, Paragraph 19 of the New Jersey Constitution, Titles 11, 40, 40A and 41 of the New Jersey Statutes, N.J.S.A. 40A:60-1, et seq., N.J.S.A. 34:13A-1, et seq. or any other national, state, county or local laws or ordinances.

**ARTICLE III
UNION REPRESENTATIVES**

- A. In addition to the rights of representation set forth in the Grievance Procedures in Article V of this Agreement, Union activities may be conducted on Borough property provided such activities do not disrupt normal work operations.
- B. The Union shall notify the Borough or its designees of the names of current Union officers and stewards responsible for processing grievances.
- C. The Union shall not conduct membership meetings on Borough property.

ARTICLE IV
SENIORITY, APPOINTMENT AND TRANSFER

- A. Seniority is defined as the total length of service of an employee with the Borough commencing with his/her latest date of hire.
- B. In conformance with Civil Service and other applicable laws and whenever possible and practicable, employees with the greatest seniority will be given preferences in temporary promotions, in layoffs, recalls, shift assignments and vacation schedules.
- C. Subject to applicable Civil Service laws, all regular appointments to positions in the competitive, noncompetitive and labor divisions of the classified service shall be subject to a working test period of three (3) months.
- D. The Borough shall provide to the Union/Secretary of the Union, a copy of the seniority list established as of the last payroll of the calendar year.
- E. Transfers may be made by the employer with due regard to the welfare of the employees and the needs of the Borough.
- F. The Union representative shall be notified in writing and notices shall be posted at least ten (10) days prior to any appointment of the existence of job openings or vacancies.
- G. Openings or vacancies shall be filled pursuant to all applicable Civil Service laws. For temporary promotions, however, seniority shall apply, provided the employee is qualified for such temporary promotion.

ARTICLE V GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Definition

The term "grievance" as used herein means any controversy arising over the violation, application, interpretation or adherence to the terms and conditions of this Agreement that may be raised by an individual, the Union or the Borough.

C. Right to Participate

The Union business representative shall have the right to participate in all steps of the Grievance Procedure set forth below.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One:

An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of the occurrence of the grievance incident and an earnest effort shall be made to settle the differences between the aggrieved employee and the Director of Public

Works for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step Two:

In the event the grievance has not been resolved at Step One, then within ten (10) working days following the determination of the Director of Public Works, the matter may be submitted to the Borough Manager (or Deputy Borough Manager where the Superintendent of the DPW and the Borough Manager are the same person). The Borough Manager or Deputy Borough Manager (or his representative) shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

Step Three:

1. In the event the grievance is not resolved in Step Two, within ten (10) working days of the Borough Manager's determination, the Union may request arbitration. The arbitrator shall be chosen in accordance with PERC's rules.
2. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision in Step Two. In the event the aggrieved elects to pursue Civil Service remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the grievance to arbitration.
3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts and issues presented to him during the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

4. The costs for the services of the arbitrator shall be borne equally between the Borough and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
5. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed otherwise by the parties.

E. Borough Grievances

Grievances initiated by the Borough shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance. A meeting shall be held between the Borough and the Union within ten (10) calendar days after filing of the grievance and an earnest effort shall be made to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Three.

- F. The Union shall designate one employee from the DPW and one employee from Clerical/Secretarial to be on call for grievance purposes.

ARTICLE VI WORK WEEK

- A. The normal work week for employees assigned to the Public Works Department (employees whose classification are included in Schedule A) shall consist of forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, from Monday through Friday and each employee shall then have two (2) consecutive days off. The workday shall commence at 7:00 am and terminate at 3:30 pm and shall include a thirty (30) minute lunch period.
- B. The normal work week for employees assigned to Borough Hall (employees not included in Paragraph A above but whose classifications are included in Schedule A) shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) consecutive days per week from Monday through Friday. The workday shall commence at 8:30 am and terminate at 4:30 pm and shall include a sixty (60) minute lunch period.
- C. Each DPW employee shall receive a 15-minute morning break to be taken between 9 am and 9:30 am. Each employee shall receive a 15 minute afternoon break, the time to be selected by management.
- D. All employees may be required to record their work times by means of devices provided for such purpose by the employer.
- E. All employees hired after January 1, 1986 shall be subject to a modified work week as determined to meet the public need, including Saturday or Sunday, as determined by the Borough Manager in his/her sole discretion with five (5) days advanced notice. All other existing provisions of this Agreement shall apply to this paragraph.

ARTICLE VII COMPENSATION

- A. Effective January 1, 2011, all employees covered by this Agreement shall be entitled to receive the wage rates for their particular job classifications noted in Schedule A. Such rates shall reflect a 2% increase effective January 1, 2011; a 2% increase effective January 1, 2012; and a 2% increase effective January 1, 2013.
- B. The qualifications, duties and responsibilities of every position shall be clearly defined and set forth in writing. When a question arises as to the interpretation of a duty or requirement in any position, it shall be processed through the Grievance Procedure. An employee working out of title for fifteen (15) days or more shall be compensated at a minimum salary for the title in which he/she may be working, if the same is at a higher rate, but in no instance at a lower rate than the employee's salary.
- C. A key for the Borough Yard shall be kept with the Police Department for use only when it is determined by the Director of Public Works that supervisory staff is not required; when non-supervisory staff are called out to duty (and supervisory staff is not required), they shall retrieve the key from the Police Department and also be responsible to lock the yard and all structures after use thereof.

ARTICLE VIII OVERTIME

A. Definition of Overtime

Authorized work performed in excess of the assigned normal daily or weekly working hours for each class of positions shall be considered overtime. The provisions of this Article shall apply to such overtime, which has been properly directed and authorized in advance by the appropriate department head or their designee. There shall be no pyramiding of overtime.

B. Payment for Overtime

Employees who are required to work in excess of their normal workday or work week shall receive monetary compensation in accordance with the schedule below:

1. For those employees whose normal workday is less than eight (8) hours, any overtime work beyond the maximum of that workday shall be compensated at one and one-half (1½) times their regular rate of pay.
2. For those employees whose normal work week is less than forty (40) hours, any overtime work beyond the maximum of that work week in any calendar week shall be compensated for one and one-half (1½) times their regular rate of pay.
3. For those employees whose normal workday is eight (8) hours, any overtime work beyond the maximum of that workday shall be compensated for at one and one-half (1½) times their regular rate of pay.
4. For those employees whose normal work week is forty (40) hours, any overtime work beyond the maximum of that work week in any calendar week shall be compensated for one and one-half (1½) times their regular rate of pay. If an employee works the following hours on his five (5) day work schedule, said employee is only entitled to two hours overtime for the 10-hour days on Monday: Mon-10, Tues-8, Wed-8, Thurs-8 and Fri-8.

C. Holidays and Sundays

1. Employees who are required to work on a Sunday shall be paid at two (2) times their regular rate of pay unless he or she is working on a modified work week or Sunday is considered the regular day of work.
2. In addition to any Holiday pay due under the terms of this Agreement, employees who are required to work on a Holiday shall be paid as follows:
 - a. Where said work occurs between the hours of 7:00 am and 3:30 pm for Public Works employees and 8:30 am and 4:30 pm for Clerical (office) employees, such pay shall be at the rate of one and one-half (1½) times the regular rate of pay for each hour of work.
 - b. For any hours worked not included within the schedule set forth in Sub-paragraph (a), payment shall be at the rate of two and one-half (2½) times the regular hourly rate of pay.

D. When an employee is recalled for duty, the employee shall receive a minimum of two (2) hours pay at the appropriate rate. The two (2) hour minimum recall shall apply to all personnel. Employee is guaranteed a minimum of two (2) hours pay for call outs regardless of duration of call out and may not be required to remain on duty for the minimum period at the discretion of the Director of Public Works or Supervisor.

E. One (1) hour Response Time for Call Outs

Time of response will be told to employee at conclusion of conversation of call out. Supervisors will be responsible for filling out emergency overtime call out sheet. One copy will go to the Shop Steward.

F. Overtime records shall be maintained by the various departments with adjustment posted twice per year and shall begin anew each January 1st.

G. Employees shall work overtime when requested to do so, if possible, and failure to work as requested will result in the employee being charged with the overtime on the overtime distribution records (and losing their place on the list as if they took same).

- H. Overtime work shall be distributed by means of overtime roster. Each employee shall be listed on such roster. An employee unable to be reached for an overtime opportunity will have been considered to have used his turn. However, this provision shall not be construed to prevent men already on a task from being continued on for overtime. Employees on vacation will not be called for overtime unless the list has been exhausted and the department head deems it necessary.
- I. Any supervisor making the phone calls for overtime will be responsible for keeping a phone log on who was called, the number that was called and the time of the call. It is the responsibility of the employee to ensure the phone numbers and addresses are correct and up to date on the personnel phone list in the Borough Garage office.
- J. All Borough DPW employees with a valid CDL will be placed on a Rotating List at their request. All full-time, Unionized CDL employees will be called to man all available trucks on a rotating basis. Once all CDL employees have been called, as needed non-CDL employees will be called into work to man all available trucks. If the Director of Public Works deems it necessary, he may call in outside contractors for purpose of snow removal, provided the call in procedure has commenced. It is further agreed that the Borough Manager, the Deputy Borough Manager and/or Director of Public Works can participate in all operations at any time. Non-Unionized/Seasonal employees may be utilized after all Unionized employees have been called for overtime.
- K. In the event a piece of equipment breaks down during an overtime operation, the mechanics shall be called in (if not on stand-by) to repair the equipment to put it back in service as soon as possible.

- L. Management has the right to call in an Equipment Operator if a piece of equipment is needed to accomplish a task, with the Operators called on a rotating basis per seniority as to equalize the operator volume.
- M. Half hour meal time shall be paid for when working all night or during snow storms or an emergency, except regular time, which is to remain same as at present.
- N. Water and Sewer Department employees shall participate in a stand-by plan. The purpose of a stand-by plan is for immediate response to water emergency conditions. A minimum of one employee shall be assigned for a period of one (1) week (7 days) to be available during all off-duty hours. The employee shall be assigned on a rotating basis by the Director of Public Works or his designee. The assignment of the stand-by schedule may commence January 1st to December 31st, on an as-needed basis, as determined by the Director of Public Works or his designee. Personnel will be compensated at a flat fee rate of \$70.00 per week for stand-by assignments effective January 1, 2008. Personnel will also receive overtime for call outs at rates specified in this Article. An employee who is on stand-by and who does not report to duty when called is subject to discipline.

ARTICLE IX LONGEVITY

Longevity is to be paid bi-weekly and included in bi-weekly paychecks at the rates scheduled below for current full-time employees:

1 to 5 years	\$0.00
6 th year	\$440.00
11 th year	\$520.00
16 th year	\$600.00
21 st year	\$680.00
26 th year	\$780.00

No employee hired after the execution date of this contract shall receive longevity.

ARTICLE X HOLIDAYS

- A. Effective upon ratification, but not retroactively, the following fourteen (14) days shall constitute paid Holidays:

New Year's Day	Veterans' Day
Martin Luther King's Birthday	General Election Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

- B. If a paid Holiday falls on a Saturday, the preceding Friday shall be considered the Holiday. If the Holiday falls on a Sunday, the succeeding Monday shall be considered the Holiday.
- C. If a paid Holiday should occur during an employee's vacation, the employee shall have the option of extending the requested vacation by one (1) day for each Holiday involved or deferring the time for use later in the calendar year. The option shall be exercised in writing prior to the requested vacation period in which the Holiday occurs.
- D. Except in the case of authorized paid absences, employees must work the day before and after a scheduled Holiday if such days are workdays in order to be paid for such Holiday.

ARTICLE XI VACATION LEAVE

- A. Annual vacation leave with pay for all full-time employees employed as of the execution date of this Agreement shall be as follows:

First year through fifth year	13
One day after fifth year to tenth year	16
One day after tenth year to fifteenth year	20
One day after fifteenth year and over	23

- B. For full-time employees hired after the date of execution of this Agreement, annual vacation leave with pay shall be as follows:

First year through fifth year	10
One day after fifth year to tenth year	13
One day after tenth year to fifteenth year	16
One day after fifteenth year and over	20

- C. Employees shall submit a written request to the Borough Manager by November 1 each year to request to carry vacation leave to the next year or to receive pay in lieu of vacation.

- D. Employees must give three (3) days notice to the department head (or his designee) for vacation requests of two (2) or more days.

ARTICLE XII SICK LEAVE

A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4:1-1.1 et seq., and the Civil Service Rules for the State of New Jersey.

B. Service Credit for Sick Leave

All permanent employees or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

C. Amount of Sick Leave

Sick leave will pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

D. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle the employee to sick leave, the employee shall notify his/her supervisor within one (1) hour of the employee's usual reporting time.

1. Failure to so notify one's supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who is absent on sick leave for three (3) or more consecutive working days, shall be required to submit acceptable medical evidence substantiating the illness.

- a. An employee who has been absent on sick leave for a total of ten (10) days in one calendar year, consisting of periods of less than five (5) days at a time, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.
 - b. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Borough Manager and reported to a representative of the Union.
- 2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- 3. As a condition of return to duty, the Borough may require an employee who has been absent due to a personal illness to be examined at the expense of the Borough by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing normal duties and that the employee's return will not jeopardize the health of other employees.
- F. Upon termination of employment, an employee shall be compensated at a rate equal to twenty-five percent (25%) of the employee's hourly rate for all accrued sick leave hours, except where termination is for just cause. Such compensation, if applicable, shall not exceed five thousand dollars (\$5,000).
- G. Personal Business shall be defined as follows:
 Employees may utilize (5) sick days as personal days yearly. If not utilized, personal days shall continue to accrue as unused sick days. The employee shall be required to provide his/her Department Director a general explanation for the necessity of the personal leave day, which shall be of a pressing personal nature. Additionally, an

employee shall be required to give two (2) days notice of the leave and the Borough may disapprove the selection of a particular day if it would have a serious effect on the operations of the Borough.

ARTICLE XIII BEREAVEMENT LEAVE

- A. In the event of death in the immediate family (immediate family shall mean father, mother, sister, brother, husband, wife, spouse, child, step child, foster child, legal guardian or legal ward grandchild), up to five (5) days annual leave shall be granted for in-state services.
- B. In the event of death in the family (family shall mean mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, where such relative is the actual sister or brother of the spouse), up to three (3) days leave shall be granted annually from the employee's sick leave bank, if available.
- C. Should an employee require additional bereavement leave days within a calendar year other than provided for in Sections A and B of this Article, then the employee may use his/her accumulated sick leave days, subject to Sections A and B of this Article. Vacation days may also be used for purposes of bereavement subject to the same conditions.
- D. If funeral is out of state, an employee must bring back a newspaper clipping in order to get credit for extended leave as follows:

450 to 600 mile radius	four (4) days bereavement leave
600 miles of over	five (5) days bereavement leave

**ARTICLE XIV
LEAVES OF ABSENCE**

Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rules for the State of New Jersey.

ARTICLE XVI HEALTH INSURANCE

A. The Health Insurance Plan shall be Aetna Patriot V which shall be the same as it was previously provided to the Collective Bargaining Unit, except for the changes as set forth below.

1. The insurance plan will only change to the extent that it is required to by operation of law, including but not limited to changes necessary to conform to New Jersey P.L. 2011, c. 78 and P.L. 2011, c. 79; and
2. Subject to the changes in co-pays set forth below:

a. Co-Pay/Deductibles

	<u>Individual Employee Plan</u>	<u>Family Plan</u>
Co-Pay Per Visit		
In network	\$20.00	\$20.00
Out of network	70%/30%	70%/30%
Co-Pay Per Hospital Visit	\$25.00	\$25.00
Maximum Out-of-Pocket Co-Pay/Rx Combined with Medical	\$2,000.00	\$4,000.00
Maximum Co-Pay for Rx alone	\$1,500.00	\$3,000.00

b. Employee Reimbursement for Prescription Only

Individual Employee Plan

Employee member reimbursed \$250.00 upon proof of \$1,750.00 out-of-pocket and additional \$250.00 upon proof of \$2,000.00 out-of-pocket (including \$250.00 already reimbursed).

Family Plan

Employee member reimbursed \$500.00 upon proof of \$3,500.00 out-of-pocket (including the \$500.00 already reimbursed) and additional \$500.00 upon proof of \$4,000.00 out-of-pocket in the aggregate (including the \$500.00 already reimbursed).

3. Employees are entitled to participate in the Passive Prescription 10% Co-Insurance Discount Card Program, a summary of which is attached as Schedule B.
4. Pursuant to applicable law, including but not limited to P.L. 2011, c. 78 and N.J.S.A. 40A:10-16 et seq., no part-time employee who works less than 25 hours per week shall be eligible for health insurance, dental, prescription and vision benefits, subject to the contributions required by P.L. 2011, c. 78 § 42.
5. All employees shall make all contributions for insurance required by applicable law including, but not limited to those contributions required by New Jersey P.L. 2011, c.78 and c. 79. Employees hired after the execution date of this Agreement must contribute the mandated percentage of their base salary toward the cost of coverage provided in P.L. 2011, c.78, § 39, which is recreated as Schedule C to this Agreement.

“Cost of coverage” means [as provided in § 39 of P.L. 2011, c.78]:

The premium or periodic charges for medical and prescription drug plan coverage, but not for dental, vision, or other health care, provided under the State Health Benefits Program or the School Employees' Health Benefits Program; or the premium or periodic charges for health care, prescription drug, dental, and vision benefits, and for any other health care benefit, provided pursuant to P.L.1979, c. 391 (C.18A:16-12 et seq.), N.J.S.40A:10-16 et seq., or any other law by a local board of education, local unit or agency thereof, and including a county college, an independent State authority as defined in section 43 of P.L.2011, c. 78 (C.52:14-17.34a), and a local authority as defined in section 44 of P.L.2011, c. 78 (C.40A:5A-11.1), when

the employer is not a participant in the State Health Benefits Program or the School Employees' Health Benefits Program.

“Base salary” means an employee's annual pensionable salary, not including bonuses, overtime, or longevity payment, as set forth on Schedule A, and subject to any increases provided for in Article VII of this Agreement, by law, or future contract. For part-time employees that work on an hourly rate, their base salary is that amount which is pensionable. For part-time employees that work on an hourly rate who are not eligible for pension enrollment, their base salary is their hourly rate multiplied by their projected work hours.

Current employees are subject to the four year incremental contribution schedule set forth in P.L. 2011, c.78, § 42 (N.J.S.A. 40A:10-21.1), which is:

One-fourth the amount of the contribution during the first year the contribution is effective;

One-half the amount of the contribution during the second year the contribution is effective;

Three-fourths the amount of the contribution during the third year the contribution is effective;

Full contribution commencing during the fourth year the contribution is effective.

Notwithstanding the execution date of this Agreement, the incremental contributions due in the second, third, and fourth years set forth above shall become due on July 1 of that year, not the anniversary date of the execution date of this Agreement. The incremental contributions set forth above are calculated in Schedule D attached to this Agreement. An increased incremental contribution shall become due as set forth above regardless of whether this Agreement has expired and a new Agreement has not yet been executed.

If an employee's base salary or type of coverage changes during the year, the contribution amount required by P.L. 2011, c.79, § 39 and 42 changes accordingly.

Notwithstanding the foregoing, every employee must contribute at least 1.5% of base salary towards the cost of coverage. To the extent that any employee will contribute less than 1.5% of base salary under the provisions set forth above and Schedules C and D attached hereto, that employee automatically must contribute 1.5% until his/her percentage contribution increases above 1.5% pursuant to P.L. 2011, c.78, the provisions set forth above, and Schedules C and D attached hereto.

If this Agreement should expire prior to full implementation of the contributions set forth in P.L. 2011, c.78, § 39 and 42, the subsequent Agreement must provide for the remaining contributions to reach full implementation in the incremental manner set forth above, as required by P.L. 2011, c.78, § 79. Once full implementation is reached, the contributions shall be a negotiable item in collective negotiations following expiration of the Agreement which reaches full implementation, as required by P.L. 2011, c.78, § 79.

6. Eligible employees shall be entitled to the dental coverage under the Delta Dental Premier Plan. The New Jersey Dental Service Plan III-A, or its equivalent, with full orthodontic benefits, for two (2) party coverage to be paid for on a fifty percent (50%) contributory basis by all participating plan members of the bargaining unit and shall become effective on January 1, 1995, for full family dental coverage for all members of the bargaining unit. Effective January 1, 2009 the Borough will offer a dental plan (Delta Dental, or its equivalent) to the

members of the Teamsters Local 97 with partial orthodontic coverage. Two (2) plans shall be offered. Plan A \$1,000.00 annual maximum and a \$500.00 orthodontic benefit. Plan B \$2,000.00 annual maximum and a \$1,000.00 orthodontic benefit. Coverage to be paid for on a fifty percent (50%) contributory basis by all members of the bargaining unit. The current monthly charges are subject to change upon annual renewal of policy.

7. Vision Program

Description	In-network	Out-of-Network
Routine Eye Exam	\$20.00 copay	Not covered
Benefit maximum	One exam every 4 months	N/A

Additional Vision Benefit through AETNA

Keep this chart**handy – it lists the savings available through AETNA Vision SM Discount Program.

Let the AETNA Vision SM Discount Program*supplement your standard vision care benefits. You'll pay less for eyeglasses, contact lenses and nonprescription items-like sunglasses and contact lens solutions. You'll even save on the usual retail charge for LASIK vision correction surgery.

Use your discount each time you visit a participating store. Just Book, browse and save!

- **Book** – Make an appointment or go to a participating store. Choose from thousands of independent or national chains such as: Pearle Vision®, Centers, Sears®, LensCrafters®, Target®, JCPenney® and private-practice locations. Visit our DocFind® online provider director, or call 1-800793-8616 for information on locations.
- **Browse** – Choose from fashionable frames and the latest in lens technology.
- **Save** – Show your AETNA ID card for instant savings.

Lenses per pair (uncoated plastic)

Single vision	\$40.00
Bifocal	\$60.00
Trifocal	\$80.00
Standard progressive (no-line bifocal)	\$ 120.00

Eyeglass frames (retail prices) 40% of retail prices

Lens options per pair (add to lenses price above)

Standard polycarbonate (includes UV coating)

and scratch-resistant coating)	\$40
Scratch-resistant coating	\$15
Ultraviolet (UV) coating	\$15
Solid or gradient tint	\$15
Standard antireflective coating	\$45
Glass	20% off retail
Photochromic glass	20% off retail

Contact lenses

Get a 15% discount (5% on disposables) off retail prices.

Mail-order contact lens replacement program

Call 1-8-00-391-LENS (5367) to order replacement contact lenses. (Mail-order contact pricing is not subject to the discounts received at participating locations.)

Additional vision-related items

Visit any participating location to receive a 20% discount off retail prices.

LASIK Procedure

15% off standard prices of 5% off promotional prices for LASIK services obtained through the U.S. Laser Network. Members must call before scheduling an appointment.

*- This program may not be available to Illinois residents.

**-. EyeMed Services and Compensation Schedule, 1/07. Prices are subject to change

The Borough shall pay vision expenses for all eligible employees covered by this agreement, for the service indicated and up to the amount indicated in the schedules below:

<u>Service or Supply</u>	<u>Payment Limit</u>
Eye Examination	45.00
Frames and Lenses	115.00
Contact Lenses	125.00

This applies to eye examinations by a duly licensed physician, optometrist or ophthalmologist and changes for coverage eyeglass, lenses, contact lenses and eyeglass frames in connection with the eye examination up to the amount listed in the schedule.

EXCLUSIONS

1. More than one eye examination per person during any calendar year.
 2. More than one set of contact lenses or frame and lenses per person during any two (2) consecutive calendar years.
 3. Service and materials, (a) in connection with special procedures such as orthoptics and vision training, or (b) in connection with medical or surgical treatment, or (c) provided under worker's compensation benefits.
 4. Sun glasses, whether prescription type or otherwise, unless prescribed for user to be worn substantially at all times because of an ocular medical condition.
 5. Eye examination required, (a) by an employer as a condition of employment on which the employer is required to provide by virtue of labor agreement or (b) by a government body.
 6. Duplicate or spare glasses, or any lenses or frames furnished to a covered individual for duplicate or spare eyeglasses.
 7. Any service or supply unless the provider unconditionally requires payment without regard to this insurance.
 8. Charges in excess of those usually made when there is no insurance or in excess of the general level in the area.
- B. The Borough shall provide temporary disability coverage for each employee covered by this Agreement. Said coverage to be the same as is provided under the State of New Jersey Disability Plan.
- C. For those employees who retire at age 60 or thereafter and have completed at least thirty (30) years of employment with the Borough (employment in other governmental jurisdictions shall not be calculated to determine years of employment with the Borough), the Borough shall continue the said employee and spouse under the medical insurance policy, the prescription plan and the vision plan then current and applicable to persons covered by this Agreement. The said coverage shall terminate upon employee attaining the age of 65 years irrespective of the age of the spouse and neither the employee nor the spouse shall thereafter be covered. The Borough shall annually be responsible to pay only five thousand forty dollars (\$5,040.00) toward the premium for the coverage and

said employee shall pay the balance of the cost of the said premium. Upon said employee attaining 65 years of age, the Borough shall no longer be responsible to pay any amount toward premiums and, as stated above, the said employee and his/her spouse shall no longer be covered by the Borough's insurance policy. The scope and extent of coverage shall pursuant to the terms of the then-current Agreement.

Upon retirement, the qualifying employee shall prepay any additional premium in quarterly payments. The first payment shall be due to the Borough of Ringwood by December 31st of the preceding year in which the health benefit coverage will become available.

To the extent any of this provision conflicts with P.L. 2011, c.78, § 39 and 42 or permits future retirees, as defined by P.L. 2011 c.78, § 42b(2)-(3), to contribute less to the cost of coverage than required by § 39 and 42, this section shall control. The applicable requirements of § 42 to retirees state in full:

b. (1) Notwithstanding the provisions of any other law to the contrary, public employees of an employer, as those employees are specified in paragraph (2) of this subsection, shall contribute, through the withholding of the contribution from the monthly retirement allowance, toward the cost of health care benefits coverage for the employee in retirement and any dependent provided pursuant to N.J.S.40A:10-16 et seq., unless the provisions of subsection c. of this section apply, in an amount that shall be determined in accordance with section 39 of P.L.2011, c. 78 (C.52:14-17.28c) using the percentage applicable to the range within which the annual retirement allowance, and any future cost of living adjustments thereto, falls. The retirement allowance, and any future cost of living adjustments thereto, shall be used to identify the percentage of the cost of coverage.

As set forth in § 42b(1), the retiree's contribution to cost of coverage is determined by the salary range in § 39 (set forth on Schedule C) which matches with the retiree's retirement allowance.

Future retirees, as defined by P.L. 2011 c.78, § 42b(2)-(3), shall be subject to the incremental contribution schedule described in § 42a and Article XII(A)(5) above if the employee retires prior to full implementation of the required contribution. In that circumstance, the retiree shall continue with the incremental contribution until full contribution is reached, unless the first paragraph of this section applies and requires the retiree to pay more.

Employees retiring from the Borough with thirty (30) or more years of service shall be entitled to the continuation of prescription and vision coverage into retirement at no cost to the employee, provided that this provision is not in conflict with P.L. 2011, c.78 § 39 and 42. To the extent any of this provision conflicts with the aforesaid statute, State Law shall control.

No employee hired after the execution date of this Collective Bargaining Agreement, nor their spouses, shall be entitled to retiree health, prescription drug, vision, or dental benefits.

D. Savings Clause

The Borough has the right to change to a new insurer or to a new plan with the current insurer so long as the benefits provided by the new insurer/plan are the same as those of the preceding plan for co-payments and deductibles and the network of available doctors under the new insurer/plan is at least seventy-five percent (75%) identical to that provided under preceding the plan/insurer.

- E. An employee may choose, at his or her discretion, to forego the health insurance coverage provided in this Article XIV and instead receive from the Borough a payment in the amount of twenty-five percent (25%) of the otherwise applicable premium or \$5,000.00, whichever is less.

ARTICLE XVII UNIFORM ALLOWANCE

A. Each DPW employee is required to wear a uniform as directed by the DPW Director.

Maximum supply each year by Borough shall be as follows:

Five (5) pairs of pants

Five (5) tee shirts

Five (5) sweatshirts or long sleeved shirts

Shoe allowance - \$200.00 per year OSHA approved. Receipt to Director of Public Works or designee for reimbursement.

\$50.00 per year for safety glasses and gloves. Receipts to Director of Public Works or designee for reimbursement.

Every two (2) years – one set of rain gear with hood, one heavy-weight jacket

Every three (3) years – a lifting belt, if requested.

Regarding the Water/Sewer Department, two pairs of hip boots shall be provided per year

Employees must maintain the uniforms supplied by the Borough in good condition. The Borough agrees to make every effort to provide uniform allowance by March 1st of each year or when the final budget is approved.

**ARTICLE XVIII
WINTER EMERGENCIES**

- A. All work performed shall be paid at the appropriate rate of pay based on a standard work day. Work performed prior to or following a standard work shift will be paid at the appropriate overtime pay. If an employee is sent home during the standard work shift, the employee will not be charged with excused absence time. If the employee is instructed to return or recalled after reasonable rest, the employee must complete a standard work shift before additional overtime will be paid. If the employee does not report back to work as instructed or is not available for call back, prior work time, up to a standard work day, will be compensated as straight time.
- B. Particularly during the winter months, all employees shall participate in an employee standby plan. The purpose of the standby plan is to provide immediate response to storm conditions and snow fighting activities. A minimum of two (2) employees shall be assigned for a period of one week (7 days) to be available during all off-duty hours. Personnel shall be assigned on a rotating basis by the Director of Public Works or his designee subject to review by the job steward. Assignments will commence 3:30 p.m. on Monday and continue until 7:00 a.m. the following Monday. Personnel will be compensated at a flat fee rate of \$70.00 per week for standby assignments. Personnel will also receive overtime for call out at rates specified in Article VIII. Mechanics will be included in the winter standby schedule from January 1st through February 28th at the same compensation.
- C. Should Borough Hall be closed by order of the Borough Manager due to snow and/or icy conditions and specified Borough Hall employees are required at Borough Hall, the Borough shall provide transportation.

- D. Should Borough Hall be closed by order of the Borough Manager due to snow and/or icy conditions, employees shall not be docked or time lost.
- E. At its sole discretion, the Borough Manager, Deputy Borough Manager, or Director of Public Works can participate in all operations at any time.

**ARTICLE XIX
MISCELLANEOUS**

- A. This Agreement or any amendments hereto shall become final and binding after a Municipal Council Resolution authorizing the Mayor to execute it and after ratification by the Union membership pursuant to the By-Laws of Local No. 97 and execution by the authorized representative of Local 97, I.B.T.
- B. There shall be no employee parties on Borough time or property.
- C. If an employee is subpoenaed by the Borough to appear in court during working hours as a witness in connection with Borough business, the Borough shall grant time off with pay to attend Court.
- D. The Borough shall pay the difference between jury duty pay and an employee's hourly pay.
- E. The Union shall appoint a Union Safety Committee representative and advise the Director of Public Works in writing of the appointment.
- F. Training
To pursue additional training for DPW duties or to obtain certifications, employees may be provided with paid-time off and/or course fees subject to approval of the DPW Director and Manager. Employees shall pay the course fees and be reimbursed upon proof of satisfactory completion of the course.
- G. Random Drug Testing
Any employee covered in this Agreement is subject to random alcohol and drug testing as per the Borough program.

ARTICLE XX
BULLETIN BOARDS

Bulletin Boards shall be made available by the Borough at each work location for the use of the Union for the purpose of posting Union announcements and other information of non-controversial nature. The Department Head or designated representative may have removed from the Board any material which does not conform with the intent and provision of this Article.

ARTICLE XXI
DEDUCTIONS FROM SALARY

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. 52: 14-15.9e. Said monies together with records of any corrections shall be transmitted to the Union's office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- B. If during the life of the Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.
- C. The Union will provide the necessary "Check-off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance, which shall represent the members authorization for the union dues deduction. The Union shall indemnify, defend, and hold the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

**ARTICLE XXII
AGENCY SHOP**

- A. Upon the request of the Union, the employer shall deduct a representative fee from the wages of each employee who is not a member of the Union.
- B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
- C. The amount of said representation fee shall be certified to the employer by the Union, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments charged by the Union to its own members.
- D. The Union agrees to indemnify and hold the employer harmless against any liability, cause of action, or claim of loss whatsoever as a result of said deductions.
- E. The employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month, following the month in which such deductions were made.
- F. The Union shall establish and maintain at all times a demand and return system as required by N.J.S.A. 34:13A-5.5c and 5.6. Membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making said deductions.
- G. This Article is subject to all provisions of N.J.S.A. 34:13A-5.5, et seq.

ARTICLE XXIII
NO STRIKE AND NO LOCKOUT PLEDGE

- A. During the term of this Agreement, the Union agrees, on behalf of itself, and insofar as is legally possible on behalf of each of its members, that there will be no strike of any kind and the Borough agrees that it will not cause any lockout.
- B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other concerted job action against the Borough which obstructs or disables government. The Union agrees that such action would constitute a material breach of this Agreement.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

**ARTICLE XXIV
NON-DISCRIMINATION**

- A. There shall be no discrimination by the Borough or other Union against an employee on account of race, color, creed, sex, or national origin.
- B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members, and agents shall not discriminate against, interfere with, restrain, or coerce any employees covered under this Agreement who are not members of the Union.

**ARTICLE XXV
SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

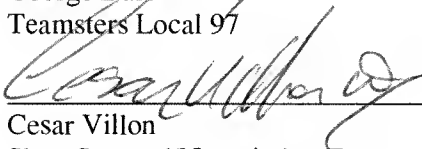
ARTICLE XXVI FULLY BARGAINED PROVISIONS

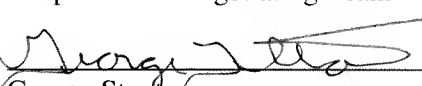
- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.
- C. All salaries set forth herein shall take effect as of January 2011 and shall continue in effect subject to the terms of this Agreement until such as time as a new agreement is negotiated.

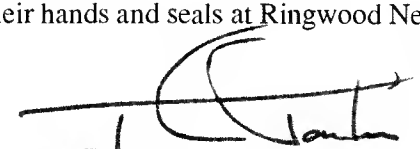
IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Ringwood New

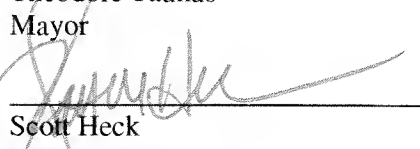
Jersey on _____, 2011


George Burr
Teamsters Local 97


Cesar Villon
Shop Steward/Negotiating Team


George Stout
Shop Steward/Negotiating Team


Theodore Taukus
Mayor


Scott Heck
Borough Manager

SCHEDULE A

			2011	2012	2013
Assistant Supervisor DPW	Step 1		26.58	27.11	27.66
	Step 2		26.94	27.48	28.03
	Step 3		27.40	27.95	28.50
	Step 4		27.87	28.42	28.99
Assistant Buildings & Grounds Supervisor	Step 1		26.47	27.00	27.54
	Step 2		26.94	27.48	28.03
	Step 3		27.40	27.95	28.50
	Step 4		27.87	28.42	28.99
Mechanic Supervisor	Step 1		27.47	28.02	28.58
	Step 2		27.94	28.50	29.07
	Step 3		28.43	29.00	29.58
	Step 4		28.92	29.50	30.09
Senior Auto Mechanic	Step 1		25.48	25.99	26.51
	Step 2		25.93	26.45	26.98
	Step 3		26.38	26.90	27.44
	Step 4		26.82	27.35	27.90
Senior Diesel Mechanic	Step 1		25.83	26.34	26.87
	Step 2		26.27	26.79	27.33
	Step 3		26.72	27.26	27.80
	Step 4		27.17	27.72	28.27
Senior Mechanic	Step 1		24.43	24.92	25.42
	Step 2		25.02	25.52	26.03
	Step 3		25.61	26.12	26.65
	Step 4		26.19	26.72	27.25
Auto Mechanic	Step 1		23.84	24.31	24.80
	Step 2		24.25	24.73	25.22
	Step 3		24.65	25.15	25.65
	Step 4		25.09	25.59	26.11
Diesel Mechanic	Step 1		23.57	24.04	24.52
	Step 2		24.18	24.67	25.16
	Step 3		24.80	25.29	25.80
	Step 4		25.40	25.91	26.42
Mechanic	Step 1		23.32	23.78	24.26
	Step 2		23.91	24.39	24.87
	Step 3		24.50	24.99	25.49
	Step 4		25.10	25.60	26.12

Mechanic's Helper	Step 1	21.84	22.27	22.72
	Step 2	22.44	22.89	23.35
	Step 3	23.04	23.50	23.97
	Step 4	23.64	24.12	24.60
Senior Equipment Operator	Step 1	24.49	24.98	25.48
	Step 2	24.93	25.43	25.94
	Step 3	25.36	25.86	26.38
	Step 4	25.78	26.29	26.82
Equipment Operator	Step 1	23.32	23.78	24.26
	Step 2	23.91	24.39	24.87
	Step 3	24.50	24.99	25.49
	Step 4	25.10	25.60	26.12
Heavy Duty Truck Driver	Step 1	24.16	24.65	25.14
	Step 2	24.58	25.07	25.58
	Step 3	25.00	25.50	26.01
	Step 4	25.44	25.95	26.47
Truck Driver	Step 1	23.04	23.50	23.97
	Step 2	23.65	24.13	24.61
	Step 3	24.26	24.74	25.24
	Step 4	24.87	25.36	25.87
Water/Sewer Supervisor	Step 1	27.47	28.02	28.58
	Step 2	27.94	28.50	29.07
	Step 3	28.43	29.00	29.58
	Step 4	28.92	29.50	30.09
Asst. Supervisor Water	Step 1	25.83	26.34	26.87
	Step 2	26.27	26.79	27.33
	Step 3	26.72	27.26	27.80
	Step 4	27.17	27.72	28.27
Senior Water/Sewer Repairer	Step 1	24.49	24.98	25.48
	Step 2	24.93	25.43	25.94
	Step 3	25.36	25.86	26.38
	Step 4	25.78	26.29	26.82
Water/Sewer Repairer	Step 1	23.50	23.97	24.45
	Step 2	23.91	24.39	24.87
	Step 3	24.32	24.80	25.30
	Step 4	24.74	25.23	25.73
Senior Public Works Repairer	Step 1	24.69	25.19	25.69
	Step 2	25.12	25.63	26.14
	Step 3	25.56	26.07	26.59
	Step 4	25.99	26.51	27.04

Public Works Repairer	Step 1	24.16	24.65	25.14
	Step 2	24.58	25.07	25.58
	Step 3	25.00	25.50	26.01
	Step 4	25.44	25.95	26.47
Senior Parks Maintenance Worker	Step 1	23.57	24.04	24.52
	Step 2	24.18	24.67	25.16
	Step 3	24.80	25.29	25.80
	Step 4	25.40	25.91	26.42
Parks Maintenance worker	Step 1	23.04	23.50	23.97
	Step 2	23.65	24.13	24.61
	Step 3	24.26	24.74	25.24
	Step 4	24.87	25.36	25.87
Senior Maintenance Repairer	Step 1	23.70	24.18	24.66
	Step 2	24.31	24.79	25.29
	Step 3	24.92	25.42	25.93
	Step 4	25.51	26.02	26.54
Maintenance Repairer	Step 1	22.68	23.14	23.60
	Step 2	23.29	23.75	24.23
	Step 3	23.89	24.37	24.85
	Step 4	24.47	24.96	25.46
Carpenter	Step 1	25.83	26.34	26.87
	Step 2	26.27	26.79	27.33
	Step 3	26.72	27.26	27.80
	Step 4	27.17	27.72	28.27
Mason	Step 1	24.81	25.30	25.81
	Step 2	25.26	25.76	26.28
	Step 3	25.69	26.21	26.73
	Step 4	26.12	26.64	27.18
Building Maintenance Worker	Step 1	21.84	22.27	22.72
	Step 2	22.44	22.89	23.35
	Step 3	23.04	23.50	23.97
	Step 4	23.64	24.12	24.60
Laborer	Step 1	21.84	22.27	22.72
	Step 2	22.44	22.89	23.35
	Step 3	23.05	23.51	23.98
	Step 4	23.64	24.12	24.60
Principal Police Records Clerk	Step 1	22.76	23.21	23.68
	Step 2	23.15	23.62	24.09
	Step 3	23.55	24.02	24.50
	Step 4	23.95	24.43	24.92

Principal Account Clerk	Step 1	22.76	23.21	23.68
	Step 2	23.15	23.62	24.09
	Step 3	23.55	24.02	24.50
	Step 4	23.95	24.43	24.92
Building Dept. Clerk	Step 1	22.51	22.96	23.42
	Step 2	22.92	23.38	23.85
	Step 3	23.31	23.77	24.25
	Step 4	23.70	24.18	24.66
Principal Clerk Stenographer	Step 1	21.95	22.39	22.84
	Step 2	22.54	22.99	23.45
	Step 3	23.11	23.58	24.05
	Step 4	23.70	24.18	24.66
Principal Cashier (Typing)	Step 1	21.83	22.26	22.71
	Step 2	22.42	22.87	23.33
	Step 3	23.02	23.48	23.95
	Step 4	23.62	24.10	24.58
Principal Clerk Typist	Step 1	21.83	22.26	22.71
	Step 2	22.42	22.87	23.33
	Step 3	23.02	23.48	23.95
	Step 4	25.71	26.23	26.75
Senior Police Records Clerk	Step 1	21.83	22.26	22.71
	Step 2	22.44	22.89	23.35
	Step 3	23.08	23.54	24.02
	Step 4	23.70	24.18	24.66
Senior Clerk Stenographer	Step 1	21.72	22.15	22.59
	Step 2	22.32	22.76	23.22
	Step 3	22.94	23.40	23.87
	Step 4	23.53	24.00	24.48
Senior Accounts Clerk	Step 1	21.64	22.08	22.52
	Step 2	22.27	22.71	23.17
	Step 3	22.86	23.32	23.78
	Step 4	23.46	23.93	24.41
Keyboarding Clerk II	Step 1	21.64	22.08	22.52
	Step 2	22.27	22.71	23.17
	Step 3	22.86	23.32	23.78
	Step 4	25.56	26.07	26.59
Police Records Clerk	Step 1	21.83	22.26	22.71
	Step 2	22.42	22.87	23.33
	Step 3	23.02	23.48	23.95
	Step 4	23.62	24.10	24.58

Clerk Stenographer	Step 1	21.64	22.08	22.52
	Step 2	22.27	22.71	23.17
	Step 3	22.86	23.32	23.78
	Step 4	23.46	23.93	24.41
Cashier Typist	Step 1	21.64	22.08	22.52
	Step 2	22.27	22.71	23.17
	Step 3	22.86	23.32	23.78
	Step 4	23.46	23.93	24.41
Accounts Clerk	Step 1	21.46	21.89	22.33
	Step 2	22.03	22.47	22.92
	Step 3	22.62	23.08	23.54
	Step 4	23.22	23.68	24.15
Keyboarding Typist I	Step 1	21.46	21.89	22.33
	Step 2	22.03	22.47	22.92
	Step 3	22.62	23.08	23.54
	Step 4	23.22	23.68	24.15
Clerk	Step 1	20.77	21.18	21.61
	Step 2	21.37	21.80	22.23
	Step 3	21.97	22.41	22.86
	Step 4	22.58	23.03	23.50

SCHEDULE B

PASSIVE PRESCRIPTION 10% CO-PAY DISCOUNT CARD PROGRAM

How the Passive Plan Works

There are two ways to fill a prescription:

1. **Retail:** Simply present your written prescription (or have your physician call the pharmacy) and your Express Scripts (ESI) co-pay Card at a **participating ESI Network Pharmacy OR**
 2. **Home Delivery:** The Express Scripts Pharmacy offers patients the convenience of free home delivery of the prescription drugs they use most often. Individuals who require maintenance medications for conditions such as asthma, diabetes, high cholesterol, hypertension or arthritis are usually good candidates for this method. There are four easy methods for ordering prescription drugs prescribed by their doctor:
 - By Mail — using ESI's convenient mail-order envelope
 - Online — by logging onto www.express-scripts.com
 - By Phone — toll-free with a patient care advocate
 - By Doctor Fax — doctors can fax prescriptions directly to our pharmacists
- Pay 10% of the discounted retail price either at a retail pharmacy or via credit card for mail order and your claim will be electronically transmitted from the pharmacy or mail order department to ESI and then to AETNA to be applied to your out of pocket maximum.
 - Once your annual Out of Pocket Maximum for out-of-network claims ** (\$2000/person - \$4000/family) has been satisfied there will be no charge for covered prescriptions for the remainder of the year.

** Out of Pocket Maximum for out-of-network claims is able to be satisfied by both medical and prescription claims. *Prescriptions are paid on an out-of-network basis.*

The "discounted" price range for generic drugs is up to 50% off the retail price and up to 25% off the retail price for brand name drugs. Usually the discounts would be on the higher end when using the "home deliver" option. You will enjoy these discounts at any of the ESI Participating Network Pharmacies, including most of the major chains, throughout the U.S. If you are away from home and need to fill a prescription, you may still take advantage of your Discount Program at any *participating ESI Network Pharmacy* throughout the country.

Please remember, if you *do not* present your ESI Co-Pay Discount Card or *do not* purchase your prescription at a participating ESI pharmacy, you will have to pay the full retail price.

SCHEDULE C

The amount of contribution to be paid pursuant to the provisions of P.L.2011, c.78, §39 and 42, as referenced in this Agreement, for the employee and any dependent shall be as follows:

For family coverage or its equivalent -

- an employee who earns less than \$25,000 shall pay 3 percent of the cost of coverage;
- an employee who earns \$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;
- an employee who earns \$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;
- an employee who earns \$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;
- an employee who earns \$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;
- an employee who earns \$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;
- an employee who earns \$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;
- an employee who earns \$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;
- an employee who earns \$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;
- an employee who earns \$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;
- an employee who earns \$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;
- an employee who earns \$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;
- an employee who earns \$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;
- an employee who earns \$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;
- an employee who earns \$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;
- an employee who earns \$95,000 or more or but less than \$100,000 shall pay 29 percent of the cost of coverage;
- an employee who earns \$100,000 or more or but less than \$110,000 shall pay 32 percent of the cost of coverage;
- an employee who earns \$110,000 or more shall pay 35 percent of the cost of coverage

For individual coverage or its equivalent -

an employee who earns less than \$20,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 29 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$95,000 shall pay 34 percent of the cost of coverage;

an employee who earns \$95,000 or more shall pay 35 percent of the cost of coverage.

For member with child or spouse coverage or its equivalent -

an employee who earns less than \$25,000 shall pay 3.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 7 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 8 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 15 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 17 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 21 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 23 percent of the cost of coverage;
an employee who earns \$70,000 or more but less than \$75,000 shall pay 26 percent of the cost of coverage;
an employee who earns \$75,000 or more but less than \$80,000 shall pay 27 percent of the cost of coverage;
an employee who earns \$80,000 or more but less than \$85,000 shall pay 28 percent of the cost of coverage;
an employee who earns \$85,000 or more but less than \$100,000 shall pay 30 percent of the cost of coverage.
an employee who earns \$100,000 or more shall pay 35 percent of the cost of coverage.

SCHEDULE D

How to use these tables:

1. The following three tables are used to determine the percent of the health benefit cost an employee contributes towards during the phase-in period and the full payment requirement (4th year) referenced in this Agreement. The tables cover single, employee "plus" (children, spouse, or partner), and family coverage.
2. Use the table that reflects the type of coverage chosen by the employee; then find the employee's base salary within the given ranges. The percent of cost of the health care benefit is the percentage based on the implementation year (year one through four).
3. Regardless, the employee's contribution is the higher of 1.5% of base salary or the amount of health care costs based on the table calculation.
4. The tables are based on a 12 month salary.

SINGLE COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

FAMILY COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%